

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release of Maintenance Bond – for the project known as Woodsong

**DEPARTMENT:** Environmental Services **DIVISION:** Business Office

**AUTHORIZED BY:**  **CONTACT:**  **EXT.** 2148  
**Robert G. Adolphe, Director** **Bob Briggs, Finance Manager**

**Agenda Date:** 01/11/05 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐

**MOTION/RECOMMENDATION:**

Approve release of original Water and Sewer Maintenance Bond.



**BACKGROUND:**

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted a re-inspection of the referenced project on **11/8/04** to insure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement.

As of **11/8/04**, the Seminole County Water and Sewer Inspectors found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Agreement/Bond may be released as required by the LDC.

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Maintenance Bond #014-018-815 (M/I Homes) in the amount of \$11,937.55 for the project known as **Woodsong**. District 5.

Reviewed by:  
Co Atty: \_\_\_\_\_  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM:   
CM: 

File No. CESA03



Orlando Division  
237 S. Westmonte Drive  
Suite 111  
Altamonte Springs, Florida 32714

407/862-6300  
407/862-0012 Fax

*Columbus/Cincinnati, Ohio*

*Indianapolis, Indiana*

*Tampa Bay/Orlando/West Palm Beach, Florida*

*Charlotte/Raleigh, North Carolina*

*Washington D.C. Area*

November 17, 2004

Mrs. Becky Noggle  
Seminole County  
Environmental Services Department  
500 W. Lake Mary Blvd.  
Sanford, Florida 32773

Dear Becky:

M/I Homes requests that the letter of credit for the Woodsong subdivision # 014-018-815 in the amount of \$11,937.55 be returned. Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Andon Calhoun". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Andon Calhoun  
Land Development Manager

ENVIRONMENTAL SERVICES DEPARTMENT



NOV 12 2004

November 9, 2004

M/I Schottenstein Homes, Inc.  
Att: Dana Bennette  
237 S. Westmonte Dr. Suite 111  
Altamonte Springs, FL 32714

Re: Water and Sewer Maintenance Bond

**Project Name: Woodsong**  
**Bond# 014-018-815**  
**Bond Amount: \$11,937.55**  
**District #5**

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted a re-inspection of the referenced project on **11/8/04** to insure that the maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Maintenance Agreement.

As of **11/8/04**, the Seminole County Water and Sewer Inspectors found no deficiencies. Therefore, the above mentioned Water and Sewer Maintenance Agreement may be released as required by the LDC.

In writing, please contact Becky Noggle, 500 W Lake Mary Blvd, Sanford, FL 32773; phone, 407-665-2143 to request the release of the Letter of Credit or Bond. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

David Jackson  
Sr. Utilities Inspector

c: Project File

## WATER AND SEWER FACILITIES MAINTENANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That M/I Schottenstein Homes, Inc., hereinafter referred to as "Principal", and Liberty Mutual Insurance Company, hereinafter referred to as "Surety", are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the "County", in the sum of \$11,937.55 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Woodsong, a plat of which is recorded in Plat Book 61, Page 86 + 87, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated March 20, 2002, and filed with the Department of Environmental Services of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from December 31, 2002;

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the County against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from December 31, 2002, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Department of Environmental Services shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform within the time specified the Surety, upon 30 days written notice from County or its authorized agent or officer of the default, will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the County, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically **specific performance**, to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the County, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and in the event the County should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally obligated hereunder to reimburse the County the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.


[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the Public Records of Seminole County.]


IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 27th day of September, 2002.

Address:  
237 S. Westmonte Drive, Suite 111  
Altamonte Springs, Florida 32714

M/I Schottenstein Homes, Inc. (Seal)  
Principal

ATTEST:

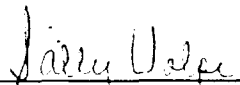
  
\_\_\_\_\_  
Robin Arthur  
Name  
Asst. Treasurer  
\_\_\_\_\_  
Title


  
\_\_\_\_\_  
Robert H. Schottenstein  
Name  
President  
\_\_\_\_\_  
Title

Address:  
8044 Montgomery Road  
Suite 626W  
\_\_\_\_\_  
Cincinnati OH 45236  
\_\_\_\_\_

Liberty Mutual Insurance Company (Seal)  
Surety

ATTEST:

  
\_\_\_\_\_  
Sally Wolpe  
Name  
Attorney-in-Fact  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Virginia A. Peters  
Name  
Attorney-in-Fact  
\_\_\_\_\_  
Title

PLEASE FORWARD ALL CORRESPONDENCE TO:

ACORDIA  
580 North 4th Street  
Suite 400  
Columbus, Ohio 43215  
614-228-5565

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

1051121

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **SALLY VOLPE, VIRGINIA A. PETERS, DONNA M. WILSON,**  
**ALL OF THE CITY OF COLUMBUS, STATE OF OHIO**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding

**FORTY MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 40,000,000.00\*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XVI - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer or other official of the company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the company by their signature and execution of any such instruments and to attach thereto the seal of the company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Timothy C. Mulloy, an official of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. All Powers of Attorney attested to or executed by Timothy C. Mulloy in his capacity as an officer or official of Liberty Mutual Insurance Company, whether before, on or after the date of this Authorization, including without limitation Powers of Attorney attested to or executed as Assistant Secretary of Liberty Mutual Insurance Company, are hereby ratified and approved.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of May, 2002.

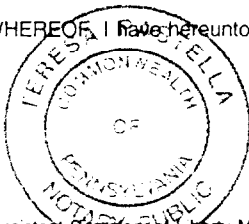
LIBERTY MUTUAL INSURANCE COMPANY

By Timothy C. Mulloy  
Timothy C. Mulloy, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of May, 2002, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an official of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Teresa Pastella  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th day of September, 2002.

John F. X. Hee  
John F. X. Hee, Assistant Secretary

Not Valid for Mortgage, Note, Bond, Letter of Credit, Bank Deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.